

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE 1 OF 4 PAGES
2. AMENDMENT/MODIFICATION NO. 01	3. EFFECTIVE DATE 06/15/2007	4. REQUISITION/PURCHASE REQ. NO. GA 070058	5A. TITLE: Prof Legal Services/OOC		5B. PROJECT NO.
6. ISSUED BY AOC - Procurement Division 2nd & D Streets, SW Room H2-263 WASHINGTON, DC 20515		CODE 9901	7. ADMINISTERED BY (If other than Item 6) AOC - Procurement Division 2nd & D Streets, SW ATTN: Patrick Hunt Room H2-263 WASHINGTON, DC 20515		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, state and ZIP Code)				(X)	9A. AMENDMENT OF SOLICITATION NO. RFP070097
				X	9B. DATED (SEE ITEM 11) 05/23/2007
					10A. MODIFICATION OF CONTRACT/ORDER NO.
					10B. DATED (SEE ITEM 11)
CODE		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☒ is extended, ☐ is not extended,

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 7 and 14, and returning ____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
SEE LINE ITEMS

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

This Amendment No. 01 is issued to set a new Solicitation Due Date and to Make Changes to the Solicitation as outlined in the attached Sheet. Due date is changed to June 26, 2007 by 1:00 p.m. local time. See attached sheet for additional information.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Patrick Hunt	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

RFP070097

Summary Info Continuation Page

B1

B.1 The Contractor shall provide professional legal services for Architect of the Capitol cases before the Office Compliance.

B.2 Furnish an hourly rate for the following disciplines. Rates to be fully burdened including G&A, OH, profit and any other direct cost.

YEAR ONE**ITEM No. DESCRIPTION HOURLY RATE**

001 Partners _____

002 Senior Associate _____

003 Junior Associate _____

004 Claims Analyst _____

005 Law Clerk _____

006 Paralegal _____

007 Miscellaneous costs to include photocopying, printing, facsimile transmissions etc. Not to exceed \$2,000.00

008 Miscellaneous travel cost in accordance with Federal Travel Regulations, not to exceed \$5,000.00

YEAR TWO**ITEM No. DESCRIPTION HOURLY RATE**

009 Partners _____

010 Senior Associate _____

011 Junior Associate _____

012 Claims Analys _____

013 Law Clerk _____

014 Paralegal _____

015 Miscellaneous cost to include photocopying, printing, facsimile transmissions, etc. Not to exceed \$2,000.00

016 Miscellaneous travel cost in accordance with Federal Travel Regulations, Not to exceed \$5,000.00

YEAR THREE**ITEM No. DESCRIPTION HOURLY RATE**

017 Partners _____

018 Senior Associate _____

019 Junior Associate _____

020 Claims Analyst _____

021 Law Clerk _____

022 Paralegal _____

023 Miscellaneous costs to include photocopying, printing, facsimile transmissions, etc. Not to exceed \$2,000.00

024 Miscellaneous travel cost in accordance with Federal Travel Regulations. Not to exceed \$5,000.00

YEAR FOUR**ITEM No. DESCRIPTION HOURLY RATE**

025 Partners _____

026 Senior Associate _____

027 Junior Associate _____

028 Claims Analyst _____

029 Law Clerk _____

030 Paralegal _____

031 Miscellaneous costs to include photocopying, printing, facsimile transmissions, etc. Not to exceed \$2,000.00

032 Miscellaneous travel cost in accordance with Federal Travel Regulations. Not to exceed \$5,000.00

YEAR FIVE**ITEM No. DESCRIPTION HOURLY RATE**

033 Partners _____

034 Senior Associate _____

035 Junior Associate _____

036 Claims Analyst _____

037 Law Clerk _____

038 Paralegal _____

039 Miscellaneous costs to include photocopying, printing, facsimile transmissions, etc. Not to exceed \$2,000.00

040 Miscellaneous travel cost in accordance with Federal Travel Regulations. Not to exceed \$5,000.00

TOTAL LINE ITEMS 001 THROUGH 040 _____.

Rates for disciplines not listed shall be negotiated for each task order.

Professional Legal Services to assist in AOC cases before the Office of Compliance.

BASE

Number	Commodity Name	Quantity	Unit of Issue	Unit Price (\$)	Total Cost (\$, Inc. disc)
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1	Professional Legal Services for the presentation of the AOC's case in the administrative hearings and related matters.	Total : 1.00	EA	\$	\$
Description: Contract not to exceed \$1,500,000.00					

Lump Sum Price for Base

\$

C1

STATEMENT OF WORK

1. BACKGROUND

The Architect of the Capitol (AOC) requires professional legal services for cases before the Office of Compliance that are in litigation and trials that are expected to start in June 2007. The AOC, due to the unusually heavy litigation caseload currently being handled by the staff attorney of the Office of General counsel before the Office of Compliance, has a need to retain outside counsel to address these cases which will require an extensive effort due to the short time frame accorded to the hearing process in the Office of Compliance.

2. SCOPE OF WORK

.1 General Scope of Services: The Attorney shall provide, under the general directions and to the reasonable satisfaction of the Architect, all professional legal services required for the presentation of the AOC's case in the administrative hearings and related matters. Individual cases shall be assigned by task orders.

.2 Specific Scope of Services: The Attorney shall provide the following services under this contract using his best efforts to complete the services within the specified fee:

.1 Familiarization with factual background of the charges, including review of relevant policies and regulations of the AOC.

.2 Consultation with the staff of the AOC, attend meetings, and participate in settlement negotiations as requested;

.3 Presentation of the AOC management case in the administrative hearings on the charge(s), including discovery, dispositive motions, development of exhibits, drafting of written argument if required, interviewing and preparing witnesses, legal research, appearances before the Independent Hearing Officer(s), preparation of hearing and post hearing briefs, and all other activities customarily associated with representation of the Government in administrative proceedings; and

.4 Provision of various administrative and clerical services.

It is understood and agreed by the parties that the attorney will use his best efforts to provide a complete representation of the AOC on cases up to and including any post-hearing brief; that this contract does not include services with respect to additional stages of cases, but such services may be incorporated by a separate bilateral Supplemental Agreement or Agreements; that the Attorney cannot guarantee that all required services can be performed under the fee provided, and, if it appears likely that the scope of services cannot be performed within the fee, Attorney will so notify the AOC at the earliest possible time and the Architect will make a decision as soon thereafter as practicable with respect to terminating representation or increasing the fee in order to avoid a lapse in representation at a critical point in the proceedings.

The Attorney shall be responsible for identifying expert witnesses, recommending the retention of such witnesses and providing comments on their proposed fees. Should such witnesses be retained, they will be paid directly by the AOC.

.5 Work shall be coordinate with the AOC Office of General Counsel: POC: Edgard Martinez, (202) 226-0680.

This Amendment No. 01 is issued to make the following changes to the solicitation.

1. Solicitation due date is change to 1:00 p.m. local time on June 26, 2007.
2. Responses to this amendment may be emailed to the attention of Mr. Patrick G. Hunt at phunt@aoc.gov
3. Please note changes to the Schedule, Section B. Prices for miscellaneous costs and travel have been added to the schedule for evaluation purposes only.
4. In Section I of the Solicitation clause AOC52.232-2 Payments-Services is deleted from the solicitation.
5. Clause AOC52.232-3 PAYMENTS - SERVICES REQUIRING TIME RECORDS is hereby incorporated into the solicitation.

AOC52.232-3 PAYMENTS - SERVICES REQUIRING TIME RECORDS (MAR 2006)

(a) Invoices shall be issued at the end of each month in which services are performed by the Contractor. Properly certified invoices shall be FAXED to the Accounting Office, Architect of the Capitol, at 202-226-2580. Information concerning requirements for payment requisitions must be secured by telephoning the Accounting Officer at (202) 226-2552. Payment will be made on a monthly basis. To assist the AOC in making timely payments, the Contractor is requested to furnish the following additional information on the invoice:

- (1) Contract number;
- (2) Name, address and Taxpayer I.D. of Contractor;
- (3) Invoice Date;
- (4) Unique invoice number for that particular invoice;
- (5) Period the payment covers; and
- (6) Amount by line item including quantity and unit pricing (see "SCHEDULE OF ITEMS" in Section B).

(b) Each invoice shall itemize the total man-hours of services by labor category and unit price (see "SCHEDULE OF ITEMS" in Section B) for each TO completed during the payment period. The Contractor shall keep accurate time records for each of his personnel employed in the work, and certified copies of the Contractor's time record shall be submitted with each invoice for payment.

(c) *Requirement when contractor employee(s) is provided on-site office space.* As verification of the above time records submitted by the Contractor, each of the Contractor's employees will be required to sign and submit to the COTR a weekly time record sheet, as provided by the Architect, showing the number of regular and overtime hours, if any, worked by that employee during that week. The time record sheet will be verified and countersigned, if

correct, by the COR and a copy thereof will be provided to the Contractor for record purposes.

(d) Total cost. It is estimated that the total cost to the Government for the performance of each task order shall not exceed the ceiling price as set forth in each task order and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing of any task order issued against this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price of the individual task order, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing said work under the task order with supporting reasons and documentation. If at any time during performing of a task order under this contract, the Contractor has reason to believe that the total price to the Government for performing the task order will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing the task order, with supporting reasons and documentation. If at any time during performing a task order, the Government has reason to believe that the work to be required in performing the task order will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the task order.

(e) Ceiling price. The Government shall not be obligated to pay the Contractor any amount in excess of the ceiling price stated in each task order, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in each task order, unless and until the Contracting Officer shall have notified the Contractor in writing that the ceiling price has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling price for performance under said task order. When and to the extent that the ceiling price set forth in a task order has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(f) Payments will be made directly to the contractor's financial institution through Direct Deposit/Electronic Funds Transfer (DD/EFT). The Contractor's attention is directed to the requirements of AOC52.232-6, Payment by Electronic Funds Transfer - Other than Central Contractor Registration.

(End of clause)